

Memorandum



Date: December 12, 2007

EDHS
Agenda Item No. 4(A)

To: Honorable Chairman Bruno A. Barreiro and
Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

Subject: Approval of First Amendment to Interlocal Cooperation Agreement Among Miami-Dade County, City of Miami, and OMNI CRA.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the County Mayor or his designee to execute the First Amendment to Interlocal Cooperation Agreement (First Amendment) among the County, the City of Miami (City), and OMNI Community Redevelopment Agency (OMNI CRA). The Board's enactment of an Ordinance amending Sections 29-54(a)(1)3 of the County Code, providing that 20 percent of tourist development room tax (TDT) receipts shall be used to fund eligible projects within the municipal boundaries of the City as determined by the City Commission, is a condition precedent which must be satisfied prior to the execution of the First Amendment by the County Mayor his designee.

SCOPE

The impact of this item is within the boundaries of the City's OMNI CRA, which lies in Commission Districts 3.

FISCAL IMPACT / FUNDING SOURCE

The Interlocal Cooperation Agreement (existing interlocal) adopted by the Board on March 19, 1996 through Resolution R-280-96, obligates the OMNI CRA to pay the first \$1.43 million of tax increment revenues to the County for the payment of County debt service on the 1997A Series Bonds for the Performing Arts Center (PAC). This First Amendment will provide for an increase of OMNI CRA's payments to the County. For the first five years (FY 2007-08 through FY 2011-12), in addition to the \$1.43 million, the County will receive an amount equal to 35 percent of the tax increment revenues exceeding the \$1.43 million. Beginning March 31, 2013 and every March 31 thereafter until March 31, 2027, the County will receive the greater of \$1.43 million or 35 percent. The estimated net present value of the additional tax increment revenues to the County is approximately \$100 million.

TRACK RECORD / MONITORING

The Community Redevelopment and Economic Policy Analysis Division of the Office of Strategic Budget and Management will be responsible for monitoring the terms of this agreement.

BACKGROUND

On July 18, 2006 the Board approved Resolution R-915-06 (see attached) authorizing the County Manager to enter into negotiations with the City, the OMNI CRA and the Southeast Overtown/Park West Community Redevelopment Agency (SEOPW CRA). The intention of these negotiations is to develop mutually beneficial amendments to the City, County and both of the Community

Redevelopment Areas. As a result of our continued negotiations, the action item before you today is specifically in regards to the OMNI CRA.

Under this First Amendment, the County, City, and OMNI CRA desire to provide additional tax increment revenues for the purpose of supporting the County's debt service on all outstanding PAC Bonds and/or loans. The parties recognize that the development of the Carnival Center for the Performing Arts has been an enormous catalyst and remains as such in continuing to attract development; private investment and improvement of the overall quality of life in the OMNI CRA. Over the course of the County's investment in the Carnival Center, the OMNI CRA has experienced substantial growth of its tax roll, which will enable the City and OMNI CRA to further invest in important future projects, such as the Port Tunnel and Museum Park projects.

The provisions of the First Amendment for additional tax increment revenues from the OMNI CRA to the County for the purpose of paying debt service on all outstanding County PAC Bonds and/or loans are as follows:

- On March 31, 2008 and every March 31st thereafter through March 31, 2012, the first \$1.43 million of the tax increment revenue, plus an amount equal to 35 percent of the tax increment revenue from the OMNI CRA exceeding the \$1.43 million shall be remitted to the County (as shown in Example 1 in Exhibit A to the First Amendment);
- Commencing on March 31, 2013 and every March 31st thereafter through March 31, 2027, an amount equal to the greater of \$1.43 million or 35 percent of the tax increment revenue from the OMNI CRA shall be remitted to the County (as shown in Example 2 in Exhibit A to the First Amendment);
- The amounts remitted by the OMNI CRA to the County shall not exceed \$25 million in any fiscal year;
- The current term of this agreement shall expire on March 31, 2027;
- If the County sells any additional PAC Bonds or incurs any additional loans with regard to the PAC, the County shall ensure that all documentation relating to such Bonds or loans shall limit the liability of the CRA to the amounts due from the OMNI CRA to the County as provided in this First Amendment; and
- If the CRA issues bonds and/or incurs indebtedness, such bonds and/or indebtedness is subordinate to all current County PAC Bonds and/or loans.

During the course of our negotiations, we have also acknowledged the benefits of further expanding the boundaries and extending the life of the OMNI CRA by three years to March 31, 2030. These subsequent amendments will be brought back to all the respective governing bodies for consideration in the future. In order to recognize these subsequent amendments, this First Amendment stipulates that the City and OMNI CRA agree to generate a Finding of Necessity (FON) to substantiate the expansion of boundaries of the OMNI CRA district to include areas such as Bicentennial Park and Watson Island. The purpose of the new boundaries would be to include the Port Tunnel and Museum Park as eligible projects for tax increment revenue support. This FON needs to be approved by the City and OMNI CRA. In a subsequent action, the City and CRA need to approve an amendment to the OMNI Community Redevelopment Plan (Plan Amendment), after a public hearing is held, that would include the expansion of the boundaries (as detailed in the FON) and extension of the life of the OMNI CRA for an additional three years. The Plan Amendment must also include the Port Tunnel and Museum Park projects if they are to receive tax increment revenue support. Upon receipt of the FON and Plan Amendment, as stipulated in the First Amendment, County staff will review, comment, prepare, and recommend the FON and Plan Amendment for Board consideration. The City and OMNI CRA agree that the Board shall consider approving the FON and Plan Amendment only if the OMNI

CRA complied with the provisions of Section 163.361(3)(a), Florida Statutes. If the Board is presented with the FON and Plan Amendment, but does not adopt either one, it will not be deemed an event of default under this First Amendment.

Under this First Amendment, the County does agree to waive: 1) any claims it may have to approve annual budgets for the OMNI CRA for fiscal years prior to October 1, 2007, and 2) the 1.5 percent administrative fee chargeable to the OMNI CRA.

Tourist Development Taxes

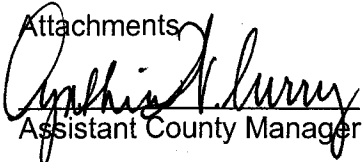
As mentioned previously, as a condition for this First Amendment to be executed by the County, City and OMNI CRA, the Board must adopt an Ordinance to provide the City Commission authority to determine the use of 20 percent of TDT receipts (less the cost of administration) for eligible projects within the City. The 20 percent share is approximately \$3.5 million in the current fiscal year. It is anticipated that this Ordinance will be brought before the Board for First Reading on December 18, 2007.

By way of background regarding this condition, on March 21, 2006 the Board adopted Ordinance 06-57, which amended the County Code by giving the Board control to determine the manner in which 20 percent of the TDT revenues are spent within the City. As a result of the County, City and OMNI CRA not being able to conclude negotiations regarding this First Amendment prior to the beginning of this fiscal year, a portion of the 20 percent of the TDT revenues were allocated towards the County's support of the Carnival Center (\$2.473 million). Once this First Amendment is approved, the increased payments from the OMNI CRA to the County will allow the Convention Development Tax (CDT) revenues currently being used to pay the debt service PAC bonds and loans to be available to fully fund the County's occupancy costs of the Carnival Center. This will in turn allow the TDT revenues currently budgeted for the Carnival Center to once again be directly available for the City. It should be noted that part of the City's funding commitment to the Florida Marlins Ballpark Project include \$48 million of TDT funding. The City's TDT contribution towards the Ballpark Project, or any other City project for that manner, will not be possible unless this First Amendment and the subsequent TDT Ordinance are approved. Once the TDT Ordinance is approved, a budget amendment will be necessary to replace the TDT funding with CDT funding to support the Carnival Center operations.

Southeast Overtown/Park West Community Redevelopment Area

In addition to our negotiations with the City and OMNI CRA, Resolution R-915-06 also set forth terms for amendments to the SEOPW CRA. These terms include recommendations to expand the boundaries and extend the life of the CRA to provide for a variety of commercial and other development projects, including affordable and workforce housing. Previously, we agreed to extend the life to 2027, however the City and SEOPW CRA are now requesting to extend the life to 2030. Due to the many years of flat and even declining assessed values of this CRA and in consideration of the important need for development to occur in this area, staff is supportive of the additional three years. In order to take action on these amendments, the SEOPW CRA and the City will first need to resubmit an updated FON for the expansion of boundaries and an updated Plan Amendment. Once this has occurred, staff will submit a recommendation and amendment for Board consideration.

Attachments


Assistant County Manager

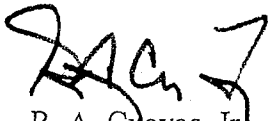


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: January 10, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO.

RESOLUTION APPROVING FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT BY AND
AMONG COUNTY, CITY OF MIAMI AND COMMUNITY
REDEVELOPMENT AGENCY FOR OMNI DISTRICT; AND
AUTHORIZING MAYOR OR HIS DESIGNEE TO EXECUTE
SAID FIRST AMENDMENT UPON FULFILLMENT OF
CERTAIN CONDITIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the First Amendment to Interlocal Cooperation Agreement dated June 24, 1996 by and among Miami-Dade County, the City of Miami and the Community Redevelopment Agency for the Omni District in substantially the form attached hereto and incorporated herein by this reference (the "First Amendment").

Section 2. This Board hereby authorizes the Mayor or his designee to execute the First Amendment after fulfillment of each of the following conditions: (a) enactment by the Board of an ordinance amending Section 29-54(a)(1)3. of the Code of Miami-Dade County to provide that twenty percent (20%) of tourist development room tax receipts (less costs of administration) shall be used to fund eligible projects within the municipal boundaries of the City of Miami, as determined by the City Commission; and (b) approval and proper execution of the First Amendment by all of its parties other than the County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of January, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GBK

Geri Bonzon-Keenan

**First Amendment to Interlocal Cooperation Agreement dated June 24,
1996 by and among Miami-Dade County, the City of Miami and the
Community Redevelopment Agency for the Omni District**

This First Amendment to Interlocal Cooperation Agreement ("First Amendment") is made and entered into this _____ day of _____, 2007 by and among Miami-Dade County, a political subdivision of the State of Florida (the "County"), the City of Miami, a municipal corporation of the State of Florida (the "City") and the Community Redevelopment Agency for the OMNI district, a public body corporate and politic (the "CRA").

WITNESSETH

WHEREAS, pursuant to Resolution No. R-280-96 adopted by the Board of County Commissioners of Miami-Dade County (the "Board") on March 19, 1996, the Board approved the terms and execution of an Interlocal Cooperation Agreement by and among the County, the City and the CRA (the "Interlocal"), which Interlocal was dated June 24, 1996 and contained provisions for the CRA to make certain payments to the County for the purpose of paying debt service on the Performing Arts Center Bonds; and

WHEREAS, the Interlocal obligates the CRA to pay the first \$1.43 million of tax increment fund revenues collected each year to the County for the payment of the County Debt Service Payment, which obligation ceases when the Performing Arts Center Bonds are no longer outstanding; and

WHEREAS, construction costs for the Performing Arts Center have escalated and exceeded the estimated budget at the time of the original Interlocal; and

WHEREAS, the County has issued additional Performing Arts Center Bonds and has borrowed funds pursuant to one or more loan agreements ("Loans") for the purpose of funding such higher construction costs of the Performing Arts Center; and

WHEREAS, the County, the City, and the CRA recognize that the Performing Arts Center has been an enormous catalyst and remains such in attracting significant development and private investment to the City's Omni district; and

WHEREAS, the catalytic impact of the Performing Arts Center to the Omni district has contributed to the substantial growth of the Omni district's tax roll which will provide resources for important future projects; and

WHEREAS, the County, the City, and the CRA desire to provide additional tax increment revenues from the CRA for the purpose of paying debt service on all outstanding Performing Arts Center Bonds and Loans and to fund other CRA projects; and

WHEREAS, the County, the City, and the CRA agree that the First Amendment to the Omni Community Redevelopment Plan, as supplemented by Addendum II, was approved by the Board on April 8, 1997; therefore, the term of the Omni District shall expire on September 30, 2027; and

WHEREAS, the County, the City, and the CRA acknowledge their interest and the benefits of further extending the life and expanding the boundaries of the Omni district to, among other things, include infrastructure, the Port Tunnel and Museum Park projects; and

WHEREAS, the County, the City, and the CRA acknowledge that, in order to expand the boundaries of the Omni District, it will be necessary to prepare and adopt a finding of necessity for the expanded area and amend the Community Redevelopment Plan for the Omni district (the "Plan"); and

WHEREAS, the County, the City and the CRA acknowledge that the steps and corresponding period of time necessary to expand the boundary of the Omni district vary and agree to cooperate, act expeditiously and in good faith in implementing the steps,

NOW THEREFORE, THE COUNTY, THE CITY AND THE CRA AGREE AS FOLLOWS:

- I. The recitations set forth above are true and correct and adopted as part of this First Amendment.
- II. All terms in capitalized form, unless otherwise defined in this First Amendment, shall have the same meaning as ascribed to them in the Interlocal.
- III. The Interlocal dated June 24, 1996, attached and made a part of this First Amendment is amended in the following respects:

A. Article II, Section C, Project Financing, Subsection 1. is amended and restated to read as follows:

The CRA shall administer and manage the Fund as required by law and develop and promulgate rules, regulations and criteria whereby the Fund may be promptly and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the COUNTY may, expeditiously and without undue delay, utilize such funds in accordance with the COUNTY approved budget for the Performing Arts Center, and whereby the CRA may, expeditiously and without undue delay, utilize the funds other than those dedicated to the County for the purpose of paying debt service on the Performing Arts Center Bonds and/or Loans, in accordance with the COUNTY approved budget for those aspects of the PROJECT not related to the Performing

Arts Center. In furtherance of such expeditious utilization of funds for the County's payment of debt service on the Performing Arts Center Bonds and/or Loans, the CRA shall remit to the COUNTY (a) on March 31, 2008 and every March 31st thereafter ending on March 31, 2012, the first \$1.43 million of Increment Revenue (as such term is defined in this paragraph) plus an amount equal to thirty-five percent (35%) of the amount by which the Increment Revenue from the Omni Community Redevelopment Area exceeds \$1.43 million; and (b) commencing March 31, 2013 and every March 31 thereafter until March 31, 2027, an amount equal to the greater of \$1.43 million or thirty-five percent (35%) of the Increment Revenue from the Omni Community Redevelopment Area; provided, however, the amounts to be remitted by the CRA as calculated in accordance with subsections (a) and (b) shall not exceed \$25 million in any fiscal year. "Increment Revenue" means all the Increment revenue (as such term is defined in Section 163.340(22) and calculated using ninety-five percent (95%) in the calculation pursuant to Section 163.387(1), Florida Statutes (2006)) from the Omni District (including any expanded boundaries). Exhibit A to this Amendment contains examples of the operation of this clause. The amounts to be remitted by the CRA in accordance with this Section shall be used for the purpose of paying debt service on all Performing Arts Center Bonds and/or any Loans (the "County Debt Service Payment"). The CRA's last payment to the County of the amounts set forth above shall occur on March 31, 2027. The parties agree that the term of the Omni District and the CRA shall expire on September 30, 2027 and all remaining funds on deposit in the Fund shall be remitted to the applicable taxing authorities as provided in the Act. If the County sells any additional Performing Arts Center Bonds or incurs any additional Loans with regard to the Performing Arts Center, the COUNTY shall ensure that all documentation relating to such Bonds or Loans shall limit the liability of the CRA to the amounts due from the CRA to the County as provided in this Agreement.

The CRA shall be annually compensated for all administrative services rendered with respect to any and all aspects of the PROJECT subject to availability of revenue in the Fund. Such administrative expenses payable out of the Fund shall be capped at an amount not to exceed twenty percent (20%) of the annual budget approved by the COUNTY.

C. Article II, Section C, Project Financing, Subsection 4. is amended and restated to read as follows:

The CRA may issue bonds and/or incur indebtedness required to finance the PROJECT provided such bonds and/or indebtedness is subordinate to all Performing Arts Center Bonds and/or Loans; provided, however, such subordinate bonds and/or indebtedness shall mature not later than September 30, 2027. The subordination of bonds and/or indebtedness

issued by the CRA referred to in the preceding sentence shall relate to the amount of Increment Revenue reserved for the COUNTY pursuant to the provisions of Article II, Section C, subsection 1 above. Prior to the issuance of any bonds or the incurrence of any indebtedness, the COUNTY shall review and approve all related documents and agreements. The CRA shall not withhold the payment to the County of the amount of Increment Revenue reserved for the COUNTY pursuant to the provisions of Article II, Section C, subsection 1 above for any reason, notwithstanding any other activities, actions, claims, or causes of action related to the PROJECT.

D.

Add Article VI titled **Other Provisions** to read as follows:

A. **Amendment to Plan.**

1. The City and the CRA agree to generate a Finding of Necessity study to substantiate the expansion of the boundaries of the Omni district to include a geographic area, which will include Bicentennial Park and Watson Island. If the City and the CRA each adopt a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in Section 163.340(7) or (8), the City and the CRA agree to provide the County with the adopted Finding of Necessity study and resolutions for the Board's review and consideration, as set forth in Section 163.355, Florida Statutes.
2. After making the legislative findings and adopting the Finding of Necessity study, the City and the CRA agree to prepare and consider a resolution that approves, after a public hearing, an amendment to the Plan, which amendment shall (i) extend the life of the CRA to March 31, 2030; and (ii) expand the boundaries of the Omni District; and (iii) to add the Port Tunnel and the Museum Park as projects eligible for tax increment financing. If the City and the CRA each adopt a resolution that approves the amendment to the Plan and that recommends to the County their approval of the amendment to the Plan, they agree to provide the County with the adopted amendment for review and consideration by the Board of County Commissioners (the "Board") after a public hearing, as set forth in Section 163.361, Florida Statutes.
3. Upon receipt of the adopted Finding of Necessity and amendment to the Plan the County agrees to review, comment, prepare and recommend for the Board's consideration the Finding of Necessity and amended Redevelopment Plan. The CRA shall report such proposed modification to the boundaries of the redevelopment area to each taxing authority in writing or by oral presentation, or both, as required by Section 163.361(3)(a), Florida Statutes. The City

and the CRA agree that, in accordance with the provisions of Section 163.361, Florida Statutes, the Board shall only consider approval of the Finding of Necessity and the amended Plan after the CRA has complied with the provisions of Section 163.361(3)(a), Florida Statutes.

4. The City and the CRA understand that the process of reviewing the amended Redevelopment Plan will entail mutual cooperation from the County, City and CRA, and that delays in the review process may delay when the Board consider the items.
-
- B. **Limitations on Approvals.** The City, the CRA and the County agree that the approval of this Agreement by the parties does not constitute approval of those matters in the Finding of Necessity and the amendment to the Plan which require approval by the CRA, the City Commission and the Board. Therefore, the parties agree that as a matter of their sovereign power and legislative authority if the CRA, the City Commission and/or the Board do not approve a resolution adopting the finding of necessity and/or the amendment to the Plan, the failure to approve such resolution or amendment to the Plan shall not be deemed an event of default under this Agreement and the parties shall not be liable to each other.
 - C. **Annual Budget.** The County agrees to waive any claims it may have to approve the annual budget for the Omni District for fiscal years prior to the fiscal year commencing October 1, 2007.
 - D. **Waiver of Administrative Fee.** The County agrees to waive the 1.5% administrative fee chargeable to the Omni District.
-
- III. In all other respects, the Interlocal Cooperation Agreement is ratified and confirmed.
 - IV. In the event of any conflict between the Interlocal Agreement and this First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in their names by their duly authorized officers , all as of the day and year first above written

WITNESS our hands and seals on this ____ day of ____, 2007.

City of Miami,
a municipal corporation of the
State of Florida

Miami-Dade County,
a political subdivision of the State of
Florida

By: _____
Pedro Hernandez
City Manager

By: _____
George Burgess
County Manager

ATTEST:

By: _____
City Clerk

By: _____
Deputy Clerk

Approved as to form and correctness: Approved as to form and legal sufficiency:

By: _____
City Attorney

By: _____
County Attorney

City of Miami Community Redevelopment Agency,
an agency of the City of Miami

By: _____
Chairperson of the Board

ATTEST:

By: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
CRA Attorney

EXHIBIT A

EXAMPLE 1

Assume:

- i. Payment is due March 31, 2008.
- ii. Increment Revenue is equal to \$12,000,000.

Then:

The CRA shall remit to the County the total of:

- (a) \$1,430,000; plus
- (b) 35% multiplied by (\$12,000,000 minus \$1,430,000) or 35% multiplied by \$10,570,000 (which is an amount equal to \$3,699,500).

Therefore the amount the CRA shall remit to the County on March 31, 2008 is equal to \$1,430,000 plus \$3,699,500 or \$5,129,500.

EXAMPLE 2

Assume:

- (1) Payment is due March 31, 2012.
- (2) Increment Revenue is equal to \$15,000,000.

Then:

The CRA shall remit to the County the greater of:

- (1) \$1,430,000; or
- (2) 35% multiplied by \$15,000,000 (which is an amount equal to \$5,250,000).

Therefore, the amount the CRA shall remit to the County on March 31, 2012 is equal to \$5,250,000.

Memorandum



Date: July 18, 2006

To: Honorable Chairperson Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Omni Community Redevelopment Agency and Southeast Overtown/Park West
Community Redevelopment Agency Amendments

Amended
Agenda Item No. 14(A)(27)

R-915-06

RECOMMENDATION

It is recommended that the Board of County Commissioners authorize the County Manager to enter into negotiations with the City of Miami, the Omni and the Southeast Overtown/Park West Community Redevelopment Areas of the City of Miami Community Redevelopment Agency (CRA), in accordance with the terms specified in Exhibit "A" and Exhibit "B" attached and incorporated herein.

BACKGROUND

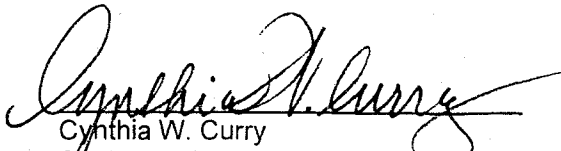
Miami-Dade County and the City of Miami have discussed proposed changes to the Omni Community Redevelopment Area (OMNI CRA) and the Southeast Overtown/ Park West Community Redevelopment Area (SEOPW CRA). The intention of the negotiations is to develop mutually beneficial amendments to the OMNI CRA that provide for an extension to the life of the CRA by one year (2027) in exchange for additional financial support for the Performing Arts Center (PAC). In specific terms, the financial support sought from the Omni CRA for the PAC will be as follows:

- For five years, commencing with the Fiscal Year immediately following the extension of the life of the OMNI CRA, the OMNI CRA shall remit to the County \$1.43 million per year plus 35 percent of the total tax increment funds actually received by the OMNI CRA above \$1.43 million,
- Commencing in the sixth fiscal year immediately following the extension of the life of the OMNI CRA through 2027, the OMNI CRA shall remit to the County the greater of \$1.43 million or 35 percent of the total tax increment funds actually received by the OMNI CRA, and
- This financial support shall be used for the purpose of paying debt service on the Performing Arts Center bonds and any excess shall be used to release Convention Development Tax dollars to fund a trust for payment of operating, maintenance and capital renovation and repair expenses of the PAC.

The City and County have previously agreed to changes to the SEOPW CRA. Recently, staff from the City and County discussed extending the life of the SEOPW CRA through 2027 and to expand the boundaries of the redevelopment area as recommended in Amended 2004 Southeast Overtown/Park West Community Redevelopment Plan as prepared by Dover, Kohl & Partners. The CRA is now, after many years of flat and even declining assessed taxable values, is experiencing positive growth due to the strong South Florida real estate market. Furthermore, the

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page 2

CRA is poised to implement a redevelopment program that will include a variety of commercial and other development projects including affordable and workforce housing with an emphasis on protecting the community from the negative impacts of gentrification. In this context, the County is supportive of the City's desire to extend the life of the SEOPW CRA through fiscal year 2027. The County is also supportive of expanding the boundaries of the CRA. The details of the changes recommended for both redevelopment agencies are outlined in Exhibit A (attached).


Cynthia W. Curry
Senior Advisor to the County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 18, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Amended
Agenda Item No. 14(A) (27)

Please note any items checked.

- ☒ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

3/6

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 14(A)(27)
07-18-06

RESOLUTION NO. R-915-06

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO NEGOTIATIONS WITH THE CITY OF MIAMI, THE OMNI REDEVELOPMENT DISTRICT COMMUNITY AGENCY AND THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY CONCERNING THE TERMS SET FORTH IN EXHIBITS "A" AND "B"

WHEREAS, the City of Miami, the Omni Redevelopment District Community Redevelopment Agency, and Miami-Dade County wish to increase the redevelopment agency's financial support for the Miami Performing Arts Center; and

WHEREAS, the City of Miami, the Omni Redevelopment District Community Redevelopment Agency, and Miami-Dade County desire to extend the life of this redevelopment agency through the year 2027; and

WHEREAS, the City of Miami, the Southeast Overtown/Park West Community Redevelopment Agency, and Miami-Dade County also desire to extend the life of this redevelopment agency through the year 2027, and in accordance with procedures articulated in Florida State Statute, obtain the approval of the Amended 2004 Southeast Overtown/Park West Community Redevelopment Plan as prepared by Dover, Kohl & Partners, and expand the boundaries of this Redevelopment Area,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this section.

Section 2. The County Manager is authorized to enter into negotiations with the City of Miami and the Omni Redevelopment District Community Redevelopment Agency and the Southeast Overtown/Park West Community Redevelopment Agency, in accordance with the terms specified in Exhibit "A", attached and incorporated herein, and Ordinance No. 03-210.

Section 3. The County Manager is authorized to enter into negotiations with the City of Miami and the Omni Redevelopment District Community Redevelopment Agency and the Southeast Overtown/Park West Community Redevelopment Agency in accordance with the terms set forth in the Interlocal Agreement, which is attached and incorporated herein as Exhibit "B" and Ordinance No. 03-210.

Section 4. The County Manager shall report to the Board upon completion of the negotiations as outlined herein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

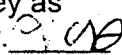
Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro
Audrey M. Edmonson
Sally A. Heyman
Dorrian D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Jose "Pepe" Diaz
Carlos A. Gimenez
Barbara J. Jordan
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of July, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Approved by County Attorney as
to form and legal sufficiency. 

Terrence A. Smith

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

EXHIBIT "A"

1. In accordance with the procedures articulated in Chapter 163, Part III of the Florida State Statutes ("the Act"), the County and the City shall propose and consider extending the life of the Omni Redevelopment District Community Redevelopment Agency (OMNI CRA) shall be extended through 2027, with a 95 percent Tax Increment Financing (TIF) contribution from both the City of Miami (City) and Miami-Dade County (County).
2. The financial support from the OMNI CRA for the Miami Performing Arts Center (PAC), currently in the amount of \$1.43 million annually, will be increased as follows:
 - (a) For five years, commencing with the Fiscal Year immediately following the extension of the life of the OMNI CRA, the OMNI CRA shall remit to the County \$1.43 million per year plus 35 percent of the total tax increment funds actually received by the OMNI CRA above \$1.43 million.
 - (b) Commencing in the sixth Fiscal Year immediately following the extension of the life of the OMNI CRA through 2027, the OMNI CRA shall remit to the County the greater of \$1.43 million or 35 percent of the total tax increment funds actually received by the OMNI CRA.
 - (c) This financial support shall be used for the purpose of paying debt service on the Performing Arts Center bonds and any excess shall be used to release Convention Development Tax dollars to fund a trust for payment of operating, maintenance and capital renovation and repair expenses of the PAC.
3. In accordance with the procedures articulated in the Act, the County and the City shall propose and consider extending the life of the Southeast Overtown/Park West Community Redevelopment Agency (SEOPW CRA) shall be extended through 2027 with a 95 percent TIF contribution from both the City and County.
4. In accordance with the procedures articulated in the Act, the County and the City shall propose and consider the Amended 2004 Southeast Overtown/Park West Community Redevelopment Plan (the "Amended Plan"), as prepared by Dover, Kohl & Partners, including the expansion of the boundaries of the Redevelopment Area as provided in the Amended Plan.
5. Except as provided herein, no other changes will be made to the OMNI CRA or SEOPW CRA Interlocal Agreements at this time.

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**DRAFT
INTERLOCAL AGREEMENT**

AMONG

THE CHILDREN'S TRUST.

**THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MIAMI,**

**THE OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MIAMI,**

THE CITY OF MIAMI,

&

MIAMI-DADE COUNTY, FLORIDA

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____ 2006 among The Children's Trust, Miami-Dade County, an independent special taxing district created by Miami-Dade County pursuant to Section 125.901, Florida Statutes (the "Trust"); The Southeast Overtown/Park West Community Redevelopment Agency, The Omni Redevelopment District Community Redevelopment Agency, both public agencies and bodies corporate created pursuant to Section 163.356, Florida Statutes (collectively the "CRAs"); the City of Miami, a municipal corporation of the State of Florida (the "City"); and Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), for the purpose of establishing the use of incremental tax revenues to be derived from the imposition of a half-mil tax levied by the Trust against real property located within the CRAs' redevelopment areas (the "Trust Revenues").

WHEREAS, the Trust was established as a result of a county-wide referendum in which the electors of the County approved the creation of the Trust and its imposition of a not-to-exceed half-mil tax levy against all non-exempt real property in Miami-Dade County for the purpose of funding improvements to children's health, development and safety, and promoting parental and community responsibility for children who reside in Miami-Dade County; and

WHEREAS, Chapter 163, Part III, Florida Statutes, also known as the Community Redevelopment Act of 1969 (the "Act"), provides for the creation of community redevelopment agencies and governs the use of moneys in the redevelopment trust funds created in accordance with the Act (each, a "fund"); and

WHEREAS, the Miami City Commission accepted delegations of powers from the Miami-Dade County Board of County Commissioners (the "Board"), found a need for and created the CRAs to have jurisdiction over their respective community redevelopment areas,

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declared the City Commission to be the members of the CRAs, granted the CRAs the right to exercise certain powers permitted by the Act, and directed the preparation and adoption of community redevelopment plans for the respective redevelopment areas; and

WHEREAS, the CRAs have pledged current and future tax increment revenues they are entitled to receive pursuant to the Act from all non-exempt taxing authorities including tax increment revenues from any additional tax levies created subsequent to the creation of the CRAs, such as the Trust Revenues for the repayment of (list the obligations) outstanding on the date of this Agreement (collectively, "Outstanding Obligations"); and

WHEREAS, the City may have pledged certain City revenues as additional security for the debts; and

WHEREAS, as an independent special taxing district, The Trust is eligible to share in any tax increment revenues not budgeted for a particular use and remaining at the end of the CRA's fiscal year in the Fund established for each CRA community redevelopment district; and

WHEREAS, the Board enacted Ordinance No. 03-210, with an effective date of October 17, 2003, that established a policy that the Board will not consider any matter concerning a community redevelopment agency, including the approval of an annual CRA budget, until a governing body, such as the City, shall first exempt the Trust from having to deposit its Trust Revenues with the community redevelopment agency; and

WHEREAS, the City and CRAs are unable to obtain review of matters by the Board, including CRA budgets, unless they comply with the Ordinance; and

WHEREAS, the City, the CRAs and the County wish to assist the Trust in carrying out its programs within the redevelopment areas by agreeing to remit the Trust Revenues to the Trust pursuant to the provisions of this Agreement; and

WHEREAS, there are children and families who reside within the redevelopment areas of the CRAs' and are in need of the services described in the Trust's Strategic Framework 2003-2007, and there are a number of agencies which may provide quality services to these children and families if provided with financial assistance; and

WHEREAS, in exchange for the City's and the CRAs' cooperation, The Trust will annually make funds available for children's programs within the Southeast Overtown/Park West Community Redevelopment Agency's redevelopment area and the Omni Redevelopment District Community Redevelopment Agency's redevelopment area in the amount of the annual Trust Revenues generated by that area upon the conditions set forth in this Agreement; and

WHEREAS, the Trust, the CRAs, the City, and the County desire to enter into this Agreement in order to establish their cooperation and agreement with respect to the use of the Trust Revenues;

NOW, THEREFORE, the parties agree as follows:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City, the CRAs and the County agree that the CRAs shall: (i) use the Trust Revenues for debt service on, and other obligations relating to, all Outstanding Obligations existing on the date of this Agreement and any future refundings or refinancings of such Outstanding Obligations under the applicable authorizing resolutions only after all other tax increment revenues under the applicable authorizing resolutions have been exhausted for such purpose; and (ii) remit to The Trust on the last day of the CRA's fiscal year, all of the Trust Revenues that are not needed for debt service on, and other obligations relating to, the Outstanding Obligations on the date of this Agreement and any future refundings or refinancings of such Outstanding Obligations under the authorizing resolutions.

Section 3. The Trust will annually make available funds in the amount of the annual Trust Revenues generated from each CRA's respective redevelopment area for programs and services to children and families within that redevelopment area. Funds shall be made available through a competitive process, to the CRAs, the City, and/or agencies and organizations that provide said programs and services within the CRA redevelopment areas. In order to receive funding, however, the CRAs, the City, the agency or organization must provide a program or service that falls within the Trust's funding priorities and quality standards. The CRAs, the City and/or any agency or organization is in no way restricted from participating in, and shall not be prejudiced by, having previously received an award or commitment for funding from any other competitive funding opportunities offered by the Trust.

Section 4. The CRAs may, at reasonable times, and for a period of up to three (3) years following the date of payment by the to the Trust under this Agreement, audit, or cause to be audited, those books and records of the Trust or any provider paid by the Trust related to the Trust's performance under this Agreement. The Trust agrees to maintain all such books and records at its outside storage for a period of three (3) years after payment is made under this Agreement or until all claims or audit findings have been resolved. The CRAs may, at reasonable times and upon reasonable advance notice during the term hereof, inspect the Trust's, or any provider paid by the Trust to perform services in fulfillment of this Agreement, facilities and perform such tests, as the CRA deems reasonably necessary. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time.

Section 5. This Agreement shall be effective upon execution by all parties and shall continue for as long as the Trust is in existence and can levy ad valorem taxes.

Section 6. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. The sole venue for any action arising from this Agreement shall be Miami-Dade County, Florida.

Section 7. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same

shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

Section 8. Any alterations, variations, modifications, extensions or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by all parties, and attached to the original of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

Section 9. This Agreement may be executed in four (4) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

Section 10. This Agreement contains all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

**THE CHILDREN'S TRUST, MIAMI-
DADE COUNTY**, an independent special
district created by Miami-Dade County
pursuant to Section 125.901, Florida
Statutes ("Trust")

ATTEST:

By: _____

Print: _____

By: _____
Modesto E. Abety
Chief Executive Officer

**SOUTHEAST OVERTOWN/PARK
WEST COMMUNITY
REDEVELOPMENT AGENCY**, of the
City of Miami, a public agency and body
corporate created pursuant to Section
163.356, Florida Statutes ("CRA")

ATTEST:

By: _____
Priscilla A. Thompson
Clerk of the Board

By: _____
Frank K. Rollason
Executive Director

**OMNI REDEVELOPMENT DISTRICT
COMMUNITY REDEVELOPMENT
AGENCY**, of the City of Miami, a public
agency and body corporate created pursuant
to Section 163.356, Florida Statutes
("CRA")

ATTEST:

By: _____
Priscilla A. Thompson
Clerk of the Board

By: _____
Frank K. Rollason
Executive Director

THE CITY OF MIAMI, a municipal
corporation of the State of Florida
("Miami")

ATTEST:

By: _____
Priscilla A. Thompson
City Clerk

By: _____
Joe Arriola
City Manager

APPROVED AS TO INSURANCE
REQUIREMENTS:

DANIA CARRILLO
Administrator
Risk Management

APPROVED AS TO FORM AND
CORRECTNESS:

JORGE L. FERNANDEZ
CRA General Counsel

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida

ATTEST:

By: _____
Deputy Clerk

By: _____
George Burgess, County Manager

APPROVED AS TO FORM AND
LEGAL AND SUFFICIENCY

By: _____
Assistant County Attorney

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